CITY OF GREENVILLE STATE OF SOUTH CAROLINA REQUEST FOR PROPOSALS

RFP NO. 16-3511



REEDY RIVER REDEVELOPMENT AREA AND CITY PARK PLANNING PROJECTS

DUE: OCTOBER 30, 2015 2:00 PM



CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 16-3511

SEALED PROPOSALS will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, October 30, 2015. All qualified consultants/firms are invited to submit proposals to the City of Greenville for the following:

Reedy River Redevelopment Area and City Park Planning Projects

The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

SUBMIT: One (1) unbound original, one (1) bound copy, and one (1)

electronic copy of all requested documentation must be received

on or before 2:00 P.M. ET, October 30, 2015.

ADDRESS TO: City of Greenville

City Hall, 7th Floor Purchasing Division Attention: Maribel Diaz

MAILING ADDRESS: P. O. Box 2207, Greenville, South Carolina 29602

OFFICE ADDRESS: 206 South Main Street, Greenville, South Carolina 29601

E-MAIL: mdiaz@greenvillesc.gov

MARK OUTSIDE: "RFP NO. 16-3511 – Reedy River Redevelopment & City

Park"

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL <u>NOT</u> BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLECT ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for <u>NINETY (90)</u> calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. <u>All information not so denoted and identified shall be subject to disclosure by the City</u>.

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail mdiaz@greenvillesc.gov.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at: http://www.greenvillesc.gov/omb/BidsRFPs.aspx

All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., OCTOBER 16, 2015

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

Current E-Mail Address Required

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the City's website. Notice of Award and notices of non-award, shall

be sent to all Offerors via e-mail. No hard copies will be sent regular mail.

Protest of Solicitation or Award

<u>Solicitation</u> - Section IV. A. (1-3) of the City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

<u>Award</u> - Section IV. A. (4-6) of the City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

The City of Greenville, to further recycling efforts, requests that submissions be submitted on recycled paper.

Compliance with the South Carolina Illegal Immigration Reform Act

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Policy Concerning Minority and Woman Owned Business Enterprises Intent

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to,

for or on behalf of the City. However, a specific expectation has not been set for this contract.

Preference in Scoring Proposals

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

Required Forms

Firms submitting proposals are required to include OMB Forms 5A and/or 5B, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

The City of Greenville reserves the right to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina, this 24 day of September, 2015.

Maribel Diaz, Buyer

City of Greenville, South Carolina

Reviewed By:

Purchasing Administrator

Date

Director of Parks, Recreation & Sustainability	9/24/2015 Date
Deputy City Manager	9/24/15 Date
Risk Manager	9.24.2015 Date
OMB Director	9-24.2015 Date
Legal Department	9/24/15 Date

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Request for Proposals

<u>Urban Planning and Landscape Architecture Services</u>

Reedy River Redevelopment Area and City Park Planning Projects

I. GREENVILLE

Greenville was founded, developed and has prospered due to the Reedy River. Like many cities across the United States, this development and prosperity has, at times, had a negative impact on the river. Through this planning project and prior planning initiatives, the City is working to improve the Reedy River's water quality and to define policy options that will reduce the amount of unfiltered storm water runoff that enters the river.

"Governments have an inescapable responsibility for the conservation and wise use of all natural resources, especially soil and water. Owners have actually merely a lifetime interest in their lands; but communities, countries, States, and the Federal Government have a perpetual interest in the preservation of this indispensable asset".

- Harlow S. Person, National Resources Committee, Washington D.C., 1936

Greenville, South Carolina, is situated in the northwest corner of the state (referred to as the Upstate). Greenville County has the largest population of any county in the state (451,225 people), and the City of Greenville is one of the largest cities in the state (61,397).

Greenville is the major metropolitan area of the Upstate region of South Carolina. Idyllically, nestled in the foothills of the Blue Ridge Mountains and conveniently equidistant to Atlanta, Georgia and Charlotte, North Carolina, Greenville's location, aptitude for fostering public-private partnerships, and abundance of quality of life amenities consistently earn it top-billing as one of the nation's best places to live and do business.

Greenville is widely renowned for transforming it's once deteriorating downtown into a flourishing central business district that boasts more than 3 million square feet of office space, more than 90 different restaurants and shops, and a workday influx of 27,000 individuals. Greenville is also the corporate headquarters for major companies like Bank of America and TD Bank. Quaint shops, boutiques, and a wealth of fabulous restaurants alongside a topnotch collection of performing arts centers, museums and galleries make Greenville the region's cultural and entertainment epicenter. Fluor Field, also in the heart of downtown, is home to the Greenville Drive, a Boston Red Sox Single A minor league team.

The City of Greenville has received numerous awards and recognition including:

- American Cities of the Future #1 Overall fDi Magazine 2015-2016
- Cities with Greatest Capacity for Innovation #6 Forbes 2014
- Falls Park Top 10 US Parks Trip Advisor 2014
- Falls Park Rudy Bruner Award for Urban Excellence 2015 Silver Medalist
- Top 10 Best Downtowns Livability.com 2015
- Best Towns Outside Magazine 2013

When it comes to education, Greenville County has the largest public school system within the state, with nine of its 15 public high schools ranking in the top six percent nationally (Greenville Chamber of Commerce, 2012). Additionally, the school system boasts 605 National Board Certified (NBC) teachers, which earns it 11th in the country for number of NBC teachers. For higher education, more than ten colleges and universities are located in or close by Greenville (City of Greenville, 2012; Greenville Chamber of Commerce, 2012).

Over 250 international businesses from 26 nations have located headquarters or other offices in or close to Greenville, such as BMW and Michelin (City of Greenville, 2012). Two major healthcare system headquarters – Bon Secours St. Francis Health System and Greenville Health System also are located within Greenville.

Despite all of these positive aspects of the community, there are vulnerable neighborhoods that need attention. Historically, the project area is an economically depressed community comprised mostly of minorities: As Greenville's economic prosperity continues to grow, the development experienced in the downtown area is advancing rapidly towards the project area. Though, this indicates positive growth for the City it also threatens to displace affordable housing and workforce residents from this area of Greenville.

To curb that threat, this planning process must identify the proper equilibrium between the area's major needs which are currently competing against one another. Specifically, the plan will need to balance open space and environmental improvement needs with economic development opportunities and the production of new, and the preservation of existing, affordable and workforce housing with market rate and above market rate housing development opportunities.

II. REEDY RIVER REDEVELOPMENT AREA AND CITY PARK PROJECT

The City of Greenville is seeking a well-qualified <u>Urban Planning or Landscape Architecture firm to serve as the lead consultant for this planning and design project</u>.

The Reedy River Redevelopment Area and City Park Planning Projects are distinct but integrated planning processes that will be conducted concurrently by the consultant contracted through this Request for Proposals (RFP). Both project elements will require a multi-disciplined approach and the lead consultant must assemble a team of sub-consultants who are uniquely qualified to assist with this planning effort.

III. PROJECT HISTORY – <u>REEDY RIVER REDEVELOPMENT AREA</u>:

Over the past 15-years, there have been many planning efforts focusing on specific elements or areas within the proposed Reedy River Redevelopment Area and some, which have taken a broader and more comprehensive approach to identify issues and recommend improvement strategies. These completed plans include:

1. Reedy River Report - 2001	2. Reedy River Master Plan - 2002
3. West Greenville Master Plan – 2002	4. West End Master Plan Update - 2004
5. W. Washington St. Redevelopment MP – 2005	6. Downtown Master Plan - 2008
7. Trails and Greenways Master Plan - 2007	8. City of Greenville Comprehensive Plan – 2009
9. Bicycle Master Plan – 2011	10. Southernside Neighborhood Vision Plan – 2011
11. City Park Master Plan – 2013	12. Brownfields Initiative in Greenville, SC – 2013
13. West Side Comprehensive Plan – 2014	

The most recent and most comprehensive planning effort is the West Side Comprehensive Plan.

In 2010, the City of Greenville was awarded \$1.8 million in grant funding to develop the West Side Comprehensive Plan. The planning effort was funded by the U.S. Department of Housing and Urban Development (HUD) Community Challenge and the U.S. Department of Transportation (DOT) Tiger II Planning Grant.

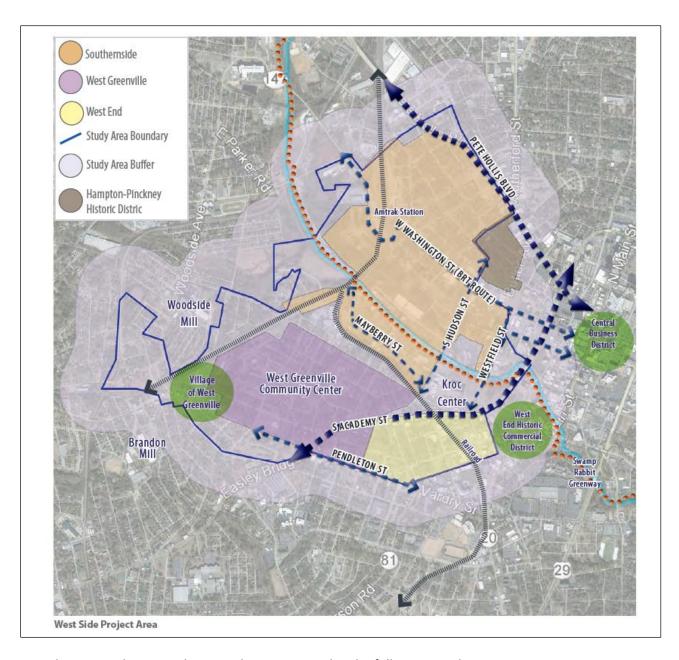
The planning effort began in spring 2011, and was titled *Connections for Sustainability: Linking Greenville's Neighborhoods to Jobs and Open Space.* One of the project's deliverables was the *West Side Comprehensive Plan* which was completed in 2014.

This comprehensive plan unifies components of previous studies and provides policy, development and infrastructure recommendations for the West Side based on a robust public engagement process.



The plan establishes three core principles that serve to unify the proposed strategies:

- 1. **Create a ladder of opportunity:** People of all backgrounds, ages, and income-levels should have opportunities to live and work in the West Side.
- 2. **Ingrain a culture of healthy living:** Healthy meals and exercise should be a part of everyday life for West Side residents.
- 3. **Make the West Side a child-friendly community:** Neighborhoods and transportation systems that work for children work for everyone.



The West Side Comprehensive Plan is organized in the following 10 Chapters:

1. Executive Summary and Implementation Strategy	2. Background and Previous Plans
3. Engaging the Community	4. Organizing to Empower the Community
5. Homegrown Jobs	6. Growing a Healthy Community
7. Transportation Improvements	8. Public Spaces and Infrastructure
9. Housing for Everyone	10. Development Strategies

The completed plan involved significant community engagement and shall serve, in many ways, as a foundation to the Reedy River Redevelopment Area Plan.

The *West Side Comprehensive Plan* may be downloaded through the following link: http://www.greenvillesc.gov/DocumentCenter/Home/View/3320

While all 10-chapters are relevant to the development of the Reedy River Redevelopment Area Plan sections of the plan that must be built upon and more sharply defined include:

Transportation Improvements	Public Space and Infrastructure
Housing for Everyone	Development Strategies

IV. PROJECT HISTORY – <u>CITY PARK</u>:

The development of a park on the edge of the Reedy River and west of downtown has been discussed for many years. The name "City Park" has been assigned to this proposed park for planning purposes only. A name for this park will be chosen sometime in the future.

Currently, the majority of the site supports the operational divisions of the City's Public Works Department. Other areas of the site currently support warehouse or business operations or are vacant properties that previously supported buildings or otherwise show evidence of man-made disturbances including ditching, draining, filling, etc.

Despite the existing and past uses, there is significant documentation demonstrating that the proposed City Park location has been considered an ideal site for a public park.

In 1907, the report "Beautifying and Improving Greenville South Carolina" prepared by Kelsey & Guild Landscape Architects (Boston, MA) discussed how the "Hudson Athletic Field" should be redeveloped and incorporated into the "Reedy River Park" encompassing approximately 355 acres. The Hudson Athletic Field included the existing baseball field located within the proposed City Park boundary.

In the early 1950's the Comprehensive City Planning document states that "Mayberry Park" should be developed as playfields for the city's African-American population.

In 1999, the Leadership Greenville Class XXIV, created "Master Vision for the Reedy River Corridor". The plan, developed by Sasaki Associates, considered the development of park land along the Reedy River from the existing Cleveland Park to Willard St., The plan proposes that an 80-acre public park be constructed between Westfield St. and Willard St. This included the Mayberry Park land. The planned park was expansive and included trails that connected to downtown, playfields and event space. It was referred to as "Cleveland Park West" and proposed realigning the Reedy River to the south.

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Sasaki Associates Plan



In 2002, the "Reedy River Master Plan", proposed an expansion of "Mayberry Park" to include "more playing fields and large open space adjacent to development at the edge of the floodplain. Mixed use development at the edges of the park would be related to adjacent neighborhoods". The plan was developed by Clemson University's Center for Community Growth and Changes and was funded jointly by the City of Greenville and Greenville County.



The Reedy River Master Plan

In 2008, Arbor Engineering was contracted to develop a park master plan for the same general area of the city. This plan, titled "Greenville New Regional Park" proposed a park of approximately 86 acres. Like the plans before it, it consisted of trails, athletic fields, expansive open green space and play areas for

children. This plan proposed to realign the Reedy River to the north which presumably followed the river's natural and original course. The plan also proposed mixed-use development along the park's edge.



Arbor Engineering Plan

In 2013, as part of the Connections for Sustainability: Linking Greenville's Neighborhoods to Jobs and Open Space, the City developed the City Park Master Plan. The plan was developed with significant public input through an open studio/charrette process, alternative plan development, public meetings and a citizen planning committee. The acreage of the proposed park is approximately 30-acres. The planning process was specific to the park and did not include the surrounding properties.



City Park Master Plan

To view the 2013 plan and the project history please visit the following website: http://connections.greenvillesc.gov/ParkPlan.aspx.

V. SCOPE OF SERVICES

The scope of work, in general, shall include: urban planning, landscape architecture, marketing, economics, engineering and architecture. The multi-disciplined team of professionals hired by the City will build upon previous planning efforts to develop the following <u>primary</u> deliverable plans:

- 1. Reedy River Area Community Character Plan
- 2. Affordable Housing Strategy
- 3. Reedy River Area Form-Based Code
- 4. City Park Design Development Plan through 30% Construction Drawings
- 5. Implementation Plan

Final plans and deliverables shall meet all federal, state of South Carolina, and City of Greenville applicable codes, ordinances, and regulations.

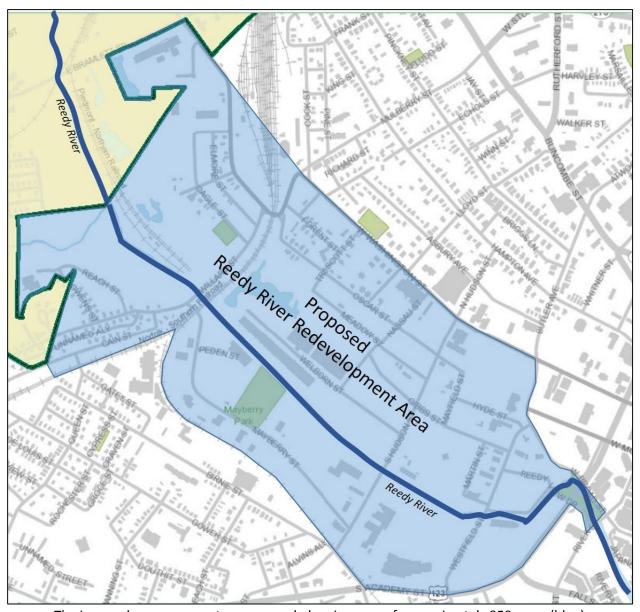
It is anticipated that a team of City staff representing various Divisions and Departments will provide support and guidance in the development of the Reedy River Redevelopment Area and City Park Plan. In addition, it is anticipated that an Advisory Committee, comprised of citizens, property owners, businesses, elected officials and other stakeholders will be formed to guide the planning process.

A. PLANNING AREA and CORE PLANNING PRINCIPLES

1. Defining the Reedy River Redevelopment Area. Boundaries – The physical boundaries of the park shall be flexible in the context of planning for both City Park and the Reedy River Redevelopment Area. This means, the various background information provided for existing park plans identifies potential parks of varying acreage. Therefore, the physical boundaries of the park shall be established during this planning process and shall provide park land that is adequate in size to meet the needs of the community, as established through this planning process while still allowing the City to achieve other goals including developing affordable and workforce housing opportunities.

The planning area for the *West Side Comprehensive Plan* was significantly larger than the proposed geographic boundaries of the Reedy River Redevelopment Area; however, the core principles and implementation strategies articulated in the *West Side Comprehensive Plan* shall be applied during the planning process for the Reedy River Redevelopment Plan. The map shown on the following page represents the proposed Reedy River Redevelopment Area. City Park is located in the heart of this defined geographic area. The City reserves the right to amend the proposed boundaries during contract negotiations with the selected consultants.

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The image above, represents a proposed planning area of approximately 350 acres (blue).

- 2. **Core Planning Principles.** The planning process shall be guided by the core planning principles established by City Council. While these principles may be refined after the consultant has been selected, in general, the Core Planning Principles shall be:
 - i. <u>Protect the Reedy River</u> Planning and designing for the redevelopment area must first and foremost serve to protect the Reedy River. Best Management Practices shall be recommended to mitigate storm water runoff and increase the use of low impact development strategies at the source level throughout the redevelopment area.
 - ii. <u>Authentic Civic Engagement</u> The public must be included in the planning processes for the redevelopment area and City Park. This means, the consultant and City staff must work diligently and take all necessary measures to ensure that all members of the Greenville community are actively engaged in the planning process in order to deliver final plans that meet the needs and expectations of residents and has support for implementation. A Citizen Advisory Committee will be established for this project.

- iii. <u>Build Upon Existing Plans</u> The planning processes for the redevelopment area and City Park must build upon completed plans that have been approved or adopted, in principle, by Greenville's City Council.
- iv. <u>Accessibility</u> The plan must provide recommendations that ensure that public and private development projects fully comply with ADA regulations.
- v. <u>Connectivity and Complete Streets</u> Connecting the redevelopment area and City Park with downtown Greenville, the Swamp Rabbit Trail, transit with the surrounding neighborhoods and new residential development (both existing and proposed) is critical. When re-designing roadways, complete streets principles and standards must be followed.
- vi. <u>Sustainable Sites Initiative</u> City Park must be designed to meet certification requirements through the Sustainable Sites Initiative.
- vii. Form Based Code The redevelopment area is an urban transition zone and must have a new form-based code that regulates development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space.
- viii. <u>Residential</u> The redevelopment area provides multiple opportunities for new housing developments. These developments must include opportunities for low and moderate income residents to live within this emerging area.
- ix. <u>Equitable Development</u> The West Side Comprehensive Plan identifies strategies for equitable development within the Reedy River Redevelopment Area. These strategies must serve as the foundation for the 'total potential development' opportunities defined through this planning initiative.
- x. <u>Implementable</u> The policies, regulations, plans and designs recommended in the final plan must be implementable. This means the plan must have community and City Council support, it must be specific in expressing how recommendations deliver specific outcomes that are consistent with the Core Planning Principle and it must be realistic, affordable and cost effective.

B. BACKGROUND REVIEW AND ALIGNMENT DOCUMENT

1. **Review of Existing Plans and Documents**. The City has spent considerable time and funds to develop plans for improving the Reedy River area. The West Side Comprehensive Plan dedicates a chapter to previous planning efforts except for the *Master Vision for Reedy River Corridor*. Consultant will review and become familiar with the following plans prior to completing any other work related to this Scope of Services:

1. Reedy River Report - 2001	2. Reedy River Master Plan - 2002
3. West Greenville Master Plan – 2002	4. West End Master Plan Update - 2004
5. W. Washington St. Redevelopment MP – 2005	6. Downtown Master Plan - 2008
7. Trails and Greenways Master Plan - 2007	8. City of Greenville Comprehensive Plan – 2009
9. Bicycle Master Plan – 2011	10. Southernside Neighborhood Vision Plan - 2011
11. City Park Master Plan – 2013	12. Brownfields Initiative in Greenville, SC - 2013
13. West Side Comprehensive Plan – 2014	

2. Focus Group Sessions or Stakeholder Interviews. The Consultant shall conduct a combination of Focus Group Sessions and Stakeholder Interviews with a group of individuals who have been engaged in the improvement of the Reedy River Area and/or development of City Park. The interviews shall help the Consultant verify if the strategies and goals listed in the planning

documents align with the perspectives of the participants. A minimum of fifteen (15) people, selected by the City, shall be interviewed through a focus group format or personal interview.

Deliverable – The Consultant shall provide an Alignment Document that lists those strategic goals from each of the listed plans that are aligned and those that are conflicting. The alignment document shall also provide a summary of feedback received through the Focus Group Sessions and Stakeholder Interviews. The Alignment Document, shall refine the Core Planning Principles provided in the RFP and, once approved by City staff and City Council the revised Core Planning Principles shall guide the planning process.

C. PROJECT AREA ANALYSIS

- 1. The Consultant will assess the physical details of the Reedy River Redevelopment Area.
- 2. The Consultant shall review and gain an understanding of the City's current zoning classifications and code prior to developing Form Based Code for this project.

Deliverable – The Consultant shall provide a written summary of their key findings related to their assessment of the redevelopment area and the City's current zoning classifications. A coded map shall be developed to illustrate key findings, opportunities and constraints. The map shall be built in layers to clearly illustrate redevelopment area boundaries, key findings, overlay of the existing zoning classifications, opportunities and constraints related to physical characteristics and zoning classifications. This map shall also serve as the base map for the Form Based Code recommendations/overlays.

D. PUBLIC INFORMATION

- 1. Website The Consultant shall provide narrative, maps, plans, photographs and updates related to the planning processes. The information shall be coordinated with and provided to City staff for monthly updates to the City's project website.
- 2. Media Advisories The Consultant shall draft public information brochures and news releases to inform Greenville residents about upcoming meetings, charrettes, etc., related to the planning processes. All media information shall be coordinated with and released by City staff in accordance with a schedule and methodology determined by the City.
- 3. Collaboration The Consultant shall establish a web based collaboration of project management site (i.e., Basecamp) to share production documents and information with the City.

Deliverable – All the items listed in this section are deliverables that must be provided and or updated throughout the project duration.

E. REEDY RIVER REDEVELOPMENT AREA COMMUNITY CHARACTER PLAN

1. **Design Parameters for the Community Character Plan.** Utilizing the Guiding Principles resulting from the Background and Alignment Document phase of the project, the Consultant shall develop a plan that defines the features of this urban zone. The Community Character Plan shall serve to define a sense of place for the Reedy River Area by integrating the design of streets, trails, architecture and open space so it is appealing, functional and supportive of multi-use activities. The plan shall also include a mix of housing types, including

homeownership, and rental opportunities and serve individuals and families of varying incomes, including preserving long-term affordability of housing. In summary, the Community Character Plan, by design, shall ensure high performing public spaces, with an equitable sense of place, are created. Specific items to address in the plan include:

- i. <u>Overview</u> Including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
- ii. <u>Inventory and Analysis</u> Provide map layers and an inventory and analysis of the following:
 - a. Develop a land ownership map of the redevelopment map listing property by use, acreage and property owner. A map layer identifying publicly owned land and privately owned land shall be developed. Property owned by non-tax paying entities within the redevelopment area shall be identified.
 - b. Develop an inventory of competing development sites.
 - c. Develop an existing zoning map for the redevelopment area.
 - d. Identify key recreational and cultural amenities available in the redevelopment area, both public and private, and provide a condition analysis.
 - e. Identify environmental factors that impact the redevelopment area (i.e., floodplain, brownfields, etc.)
 - f. Identify existing pedestrian circulation systems including sidewalks and trails and assess their condition and compliance with ADA standards.
 - g. Identify existing transit routes and stops and assess their condition and compliance with ADA standards.
 - h. Identify existing housing types in the redevelopment area including information on resident demographics.
 - Identify existing storm water and sanitary sewer systems in the redevelopment area including pipe size, flow directions, capacity limits and condition analysis.
 - j. Identify existing overhead utilities and identify by type.
 - k. Other elements to be inventoried may be included during contract negotiations.
 - I. Identify buildings of a unique architectural character or of historic value.
 - m. Identify view-sheds.
 - n. Identify dominant vehicular traffic patterns and assess how they may/should influence development patterns.
- iii. Market Opportunities and Constraints Develop a plan and narrative that assesses possible opportunities and constraints for mixed use and retail development. The plan should specifically locate and identify services and businesses needed to conveniently support the current and future residents of this area. Potential locations for the development of office, commercial, hotel and cultural facilities should be identified. The plan shall also identify how potential developments may impact (positive/negative) public property (parks, ROW, etc.) and infrastructure and identify opportunities to mitigate any negative impacts.
- iv. <u>Housing</u> –Develop a plan and narrative that identifies the opportunities for residential development in the redevelopment area. This must include a mix of housing types, including homeownership and rental opportunities that serve individuals and families

- of varying incomes, mixed-use development, commercial and office space, civic space and public parking facilities, including preserving long-term affordability of housing.
- v. <u>Transportation and Connectivity</u> Identify creative and cost efficient circulation networks, including, but not limited to: opportunities to improve pedestrian and vehicular circulation by redesigning streets, re-connecting streets, and adding new streets and alleys where appropriate; greenway linkages, including existing and proposed pedestrian ways, greenways, linear parks; appropriate locations for parking including shared parking utilizing a "park and walk" philosophy; transit stops and stations, and potential locations for "gateways." Street design must be consistent with the City's Complete Streets policy.
- vi. <u>ADA Compliance</u> Develop a transition plan for sidewalks and public properties to meet ADA compliance standards.
- vii. Stormwater Management Identify environmentally responsible approaches to managing stormwater in the redevelopment area that includes Best Management Practices and Low Impact Development strategies that can be implemented at source points within public and private development projects including green street design. Recommendations for changes to City stormwater regulations shall also be provided if warranted.
- viii. <u>Greenspace</u>— Identify desirable locations for common greenways, including natural areas or preserves, urban parks or plazas, playgrounds and an off-leash dog park. The creation of an off-leash dog park should be a minimum of 1-acre in size consistent with City standards.
- ix. <u>Utilities</u> Identify requirements and opportunities to:
 - a. Manage storm water as stated in previous section.
 - b. Upgrade sanitary sewer to support development recommendations
 - c. Upgrade water services to support development recommendations
 - d. Reduce the impact of overhead utilities through burial, relocation or consolidation
 - e. Identify locations for utilities and new easements required to service recommendations in the plan.
- x. Community Character Develop plans, street elevations, policy options and narrative that clearly illustrates and identifies the visual character for the redevelopment area. This section of the plan shall address form, scale and identity, public space design including the ROW and streetscapes, historic resources, architectural character desired for key development and redevelopment areas (including mixed use and residential), sustainable design and construction practices. Policy recommendations shall apply specifically to the redevelopment area which shall include design guidelines, development review procedures, streetscape typologies, stormwater management and landscape requirements. Supporting case studies may be presented. This plan shall be highly illustrative; providing both plan view and elevation views of key streets, development and redevelopment areas and proposed architectural styles.

<u>Deliverable</u> – Generate layered and illustrated plans and rendered elevation drawings, with supporting narratives and policy recommendations and provide documents in an electronic, printed and reproducible format. Specifically, the deliverable shall include:

- i. Inventory and Analysis plan and narrative for the redevelopment area.
- ii. Market Opportunities and Constraints Plan
- iii. Housing Plan
- iv. Transportation and Connectivity Plan
- v. ADA Compliance Plan
- vi. Stormwater Management Plan
- vii. Greenspace Plan
- viii. Utilities Plan
- ix. Community Character Plan Highly illustrative plan with policy recommendations and design guidelines for the redevelopment area.

F. AFFORDABLE HOUSING STRATEGY

Parameters for Affordable Housing Strategy. Develop policy options for the City to increase
the availability of affordable and workforce housing in the Redevelopment area.
Recommended options shall be based on successful case studies and best practices used to
increase rental and home ownership opportunities for low-moderate income residents
through Affordable Housing Policies, which may include Inclusionary Zoning policies or other
Land Use Regulations or incentives. The Citywide Housing Strategy (2012) and the Affordable
Housing Strategy (2014) should be reviewed as background information.

<u>Deliverable</u> – Develop policy options for the City Council to consider to incorporate affordable and workforce housing opportunities in this area that may include an Inclusionary Zoning policy or other Land Use regulations or incentives. The deliverable shall include best practice case studies which documents success stories and impact summary including a review of Inclusionary Zoning policies and applicability in the Redevelopment area. In addition, the City of Greenville will be issuing a separate Request for Proposals to engage a Consultant in the development of an Affordable Housing Assessment and Strategy. We expect that the Consultant selected for the Reedy River Redevelopment Area and City Park Planning Project will work collaboratively with the Consultant selected to complete the Affordable Housing Assessment and Strategy to reduce duplication of efforts.

G. FORM-BASED CODE

- 1. Design Parameters for the Form-Based Code. The new code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will incorporate a regulating plan, building form standards, street standards (plan and section), use regulations as needed, descriptive building or lot types (optional), and other elements needed to implement the principles of functional and vital urbanism and practical management of growth. Sections of this document would typically include the following:
 - i. <u>Overview</u>, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
 - ii. Regulating Plan (a schematic representation of the master plan) illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features. Regulating plans may also include aspects of Building Form Standards such as "build-to-lines" or "required building lines" and building type or form designations.

- iii. <u>Building Form Standards</u> governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the region, climate, and neighborhood vitality.
- iv. <u>Public Space/Street Standards</u> defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.
- 2. Integration of the Form-Based Code. The form-based code must be integrated into the City's existing regulatory framework (zoning and land development regulations) in a manner that ensures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code. Integration of the form-based code shall be completed in collaboration with City Planning staff.

H. FORM-BASED CODE DEVELOPMENT

- 1. Community Charrette and Meetings with Stakeholders. The Consultant shall host and staff a Community Charrette specifically to gather community input for the form-based code recommendations. The Charrette shall be held early in the planning process as agreed upon by City staff (this may be after Draft 1 has been developed). Consultant shall be responsible for designing the literature and advertisement, and for the format of the charrette. City will be responsible for securing the location, participant selection and invitation, and advertisement of the charrette. The Consultant shall also attend and participate in up to four (4) additional meetings with key stakeholders, as assigned by City staff, to explain the details of the proposed code and obtain further input and comments.
- 2. Draft 1. The Consultant shall present the first draft of the form-based code to City staff for comment and editing. The Consultant shall also make a recommendation to City staff concerning implementation of the proposed form-based code; primarily, if the City should pursue and overlay or stand-alone code for the redevelopment area. Copies of the first draft shall be in hardcopy and digital form and posted on the project management website. Transects for agreed upon streets shall be included to graphically reflect the form, dimensions and public frontages of the Reedy River Area. Upon approval of City staff, the Consultant shall present the Draft 1 form-based code to:
 - i. Advisory Committee
- 3. **Draft 2.** After making revisions in response to comments and feedback on the 1st draft, the Consultant shall present the 2nd draft of the form-based code to City staff for comment and editing. Copies of the second draft shall be in hardcopy and digital form and posted on the project management website. Transects for agreed upon streets shall be included to graphically reflect the form, dimensions and public frontages of the Reedy River Area. Upon approval of City staff, the Consultant shall present the Draft 2 form-based code to:
 - i. The general public and/or stakeholder groups
 - ii. Planning Commission
 - iii. City Council
- 4. **Draft 3.** After making revisions in response to comments and feedback on the 2nd draft, the Consultant shall present the 3rd draft of the form-based code to City staff for comment and editing. Copies of the 3rd draft shall be in hardcopy and digital form and posted on the project

management website. Transects for agreed upon streets shall be included to graphically reflect the form, dimensions and public frontages of the Reedy River Area. It is anticipated that Draft 3 shall be the *Final Draft* provided City staff is satisfied that all comments and feedback, captured during the review of previous drafts, have been adequately addressed and incorporated. The Consultant shall present the *Final Draft* to the Planning Commission and City Council. The Planning Commission and City Council may require additional revisions.

5. **Additional Drafts.** Should Draft 3 require additional refinement, the Consultants shall prepare additional drafts of the form-based code, as required by City staff, until City staff is fully satisfied that the draft form-based code has appropriately incorporated all comments from the Planning Commission, City Council, staff, stakeholder groups and the general public and meets the City's goals. The Consultant shall present the *Final Draft* to the Planning Commission and City Council.

I. FORM-BASED CODE APPROVAL PROCESS

- 1. **Public Hearing Presentations.** The consultant will make formal presentations to the Planning Commission and the City Council (separate meetings).
- 2. **Additional Revisions.** The Consultant will be responsible for two rounds of revisions that may become necessary between presentations. The revisions may be required:
 - i. Following the Public Hearing with the Planning Commission.
 - a. Required revisions shall be prepared by the Consultant and approved by City staff prior to the Public Hearing before City Council
 - ii. Following the Public Hearing with City Council.
 - a. Required revisions shall be prepared by the Consultant and approved by City staff prior to City Council's adoption of the form-based code.

The Consultant and City staff shall be responsible for collecting comments, questions, and suggestions for these refinements from various sources and consolidating them into a series of action items for revision or responses.

Deliverable – The consultant shall provide the required drafts and final documents, as approved by City Council, in hardcopy and digital forms. Transects for agreed upon streets shall be included to graphically reflect the form, dimensions and public frontages of the Reedy River Area.

J. CITY PARK DESIGN DEVELOPMENT

- Planning Process. Using the existing City Park Master Plan (2013) as a foundation plan and, considering the other park plans that have been developed 2002-2013, the consultant shall work with City staff to establish the proposed boundaries for the park that can adequately support the desired programmatic elements approved through this planning process.
 - Alternative Plan Development the Consultant shall develop two alternative designs for the park that are developed through meetings with City Council, City staff and the general public.
 - ii. **Consensus Plan** After reviewing alternative plans with City Council, City staff and the general public, the consultant shall develop a consensus plan for the park.

- iii. *Final Plan through 30% CD's* After reviewing and receiving approval for the consensus plan from City Council, City staff and the general public, the consultant shall develop a Final Plan and Construction Drawings (30%) for the park.
- 2. **Core Planning Principles**. All plans for City Park must be consistent with the Core Planning Principles defined in the RFP or as amended and approved by City Council during the planning process.
- 3. **City Park Boundaries**. Boundaries The physical boundaries of the park shall be flexible in the context of planning for both City Park and the Reedy River Redevelopment Area. This means, the various background information provided for existing park plans identifies potential parks of varying acreage. Therefore, the physical boundaries of the park shall be established during this planning process and shall provide park land that is adequate in size to meet the needs of the community, as established through this planning process and not prohibit the City from achieving other goals including affordable house opportunities.
 - Land Acquisition Should the consultant recommend the acquisition of land by fee simple, easement, etc., property appraisals shall be completed for any proposed acquisition.
- 4. **Permitting.** The consultant's design shall consider and meet all permitting required by local, state and federal permitting authorities. This includes SCDOT and any non-profits holding conservation easements on potential park property.
- 5. **Public Input** The design process shall be interactive with members of the Greenville community and include authentic citizen engagement through charrette, public meetings and focus group meetings at each milestone of design development. Charrettes shall be designed by the consultant and advertised by the City. Charrettes shall be designed to adequately determine the needs and expectations of the public. Public input shall be given due consideration and incorporated into the final design as warranted. All public input shall be documented, and a charrette / workshop toolkit sufficient for such documentation shall be used. The intent of the charrette is to give voice to the community, while allowing the consultant's professional expertise and overarching design style lead to holistic solutions.
- 6. **Sustainability**. The consultant's design shall meet all requirements for the park to a "Certified SITE" through the Sustainable SITES Initiative including all Prerequisites and Pre-Design Credits, as applicable.
- 7. **Park Program Elements.** Previous planning efforts identified the following elements that were important to the general public, stakeholders and/or City Council. During this planning process, the consultants shall verify previous recommendations including the following:
 - i. Community gathering areas including picnic pavilions of varying sizes and overlooks
 - ii. Amphitheater
 - iii. **Destination playground** that is barrier free and exceeding ADA standards
 - iv. Sprayground that is barrier free and exceeding ADA standards
 - v. Landscaped pathways, natural trail system, Reedy River bridge crossings that are all barrier-free and exceeding ADA accessibility standards)
 - vi. Restrooms that are sufficiently sized and located to meet the needs of the public
 - vii. Native plants and drought-tolerant landscape plantings and trees
 - viii. *Climbing boulders* that add play value and are located in areas where they complement use and aesthetics
 - ix. River access or overlooks including boardwalks in the wetlands areas
 - x. Multi-purpose playing fields/free play meadows

- xi. *Interpretive signage* and educational amenities that support a living classroom experiences and are barrier free and exceeding ADA standards
- xii. *Parking areas* that are strategically located, meet code requirements and are sufficient to support site activity
- xiii. *Mayberry Field* make improvements and upgrades to the baseball field
- xiv. **Swamp Rabbit Trail Hub** the location of the park provides a unique opportunity to serve as the Swamp Rabbit Trail center within the city
- xv. Adult fitness stations
- xvi. Community gardens
- xvii. Parkour course
- xviii. Basketball courts
- xix. **Community Gardens** the 2013 City Park Plan calls for the community gardens to serve as a demonstration/education garden
- xx. Maintenance Supplies Storage Area

Deliverable – The consultant shall provide the required drafts and final documents in hardcopy and digital formats for the following:

- 1. **Existing Conditions Plan** this plan shall be consistent with the proposed park boundaries and shall have layers that clearly identify and illustrate:
 - i. Existing property owners land and easements
 - ii. Existing zoning
 - iii. Rivers, streams, creeks, ponds
 - iv. Vegetation including wetland areas
 - v. Flood Zones FEMA and City
 - vi. Utilities
 - vii. ROW widths
- 2. **Demolition Plan** This specifically relates to the demolition of existing buildings and facilities currently used by the Public Works Department, for buildings acquired by the City but not yet demolished and for buildings the consultant recommends the City should acquire.
- 3. **Preliminary Geotechnical Report** This report shall investigate site surface and subsurface conditions and present the results of geotechnical investigation and evaluation of the proposed park area. A minimum of ten (10) soils borings shall be collected at locations mutually agreed upon by the city and consultant. The purpose is to provide general geotechnical recommendations, using industry best practices, for the design and cost estimating for City Park.
- 4. **Preliminary Environmental Remediation Report** Based upon existing environmental assessments, determine the need and potential cost for environmental remediation at the proposed park site.
- 5. **Alternative Plan Development** the Consultant shall develop two alternative designs for the park that are developed through meetings with City Council, City staff and the general public.
- 6. **Consensus Plan** After reviewing alternative plans with City Council, City staff and the general public, the consultant shall develop a consensus plan for the park.
- 7. **Phasing Plan** Assuming the park will be constructed in a phased approach, the Consultant shall prepare a phasing plan which graphically illustrates which park elements could be constructed through a number of construction phases. Cost estimates shall be broken out by construction phase.
- 8. **Final Plan through 30% CD's** After reviewing and receiving approval for the consensus plan from City Council, City staff and the general public, the consultant shall develop a Final Plan and 30% Construction Drawings for the park. Plans shall include:

- i. Site grading and utilities plans
- ii. Layout and horizontal control plans
- iii. Electrical plans and details, including photometric plans
- iv. Structural plans (architectural and site improvements)
- v. Landscape and Hardscape construction plan (at scale to be specified in the final contract) documenting the proposed layout, including materials types and locations, steps, ramps, walls, fencing, restroom/shed, park amenities, playground, lighting, furnishings, art elements, and other amenities as applicable
- vi. Schematic and illustrative drawings (at scale to be specified in the final contract) that shall assist in communicating the design intent of the project to the City, stakeholders, and the general public. Plans shall essentially be developed to approximately 30% construction drawings.
- vii. Landscape construction details consistent with City code
- viii. Construction specifications: all disciplines as relevant to the project scope
- ix. Irrigation plan
- x. Irrigation details and specifications
- xi. Irrigation specifications
- xii. Planting plan
- xiii. Planting details and specifications
- xiv. Parking plan meeting code and use requirements
- xv. Maintenance plan for the recommended improvements shall be developed and shall specify the number of staff and equipment necessary to maintain the proposed improvements and the types and frequency of maintenance required
- 9. **Cost Estimate** An estimate of probable cost for the entire project budget (including demolitions, site remediation, acquisitions, landscape, electrical, structural, etc.)
 - i. A detailed Schedule of Values shall be prepared. The schedule of values shall be broken out in accordance with the Phasing Plan (show costs for each proposed phase of construction).
- 10. Stormwater Pollution Prevention Plan (SWPPP) As required by site conditions
- 11. *Sustainable Sites Initiative Report* Details how the plan complies with certification requirements

K. <u>IMPLEMENTATION PLAN</u>

- The Implementation Plan shall define financial and implementation strategies and cost estimates for all elements of the Reedy River Redevelopment Area and City Park Planning Project. Implementation strategies must be consistent with *Core Planning Principles*. This shall include but not be limited to:
 - i. Policy and Process recommendations
 - a. Form Based Code
 - b. Affordable Housing Strategy
 - c. Design Guidelines
 - d. Design Review
 - ii. Proposed solutions to identified regulatory challenges including:
 - a. City, State and Federal regulations
 - b. Conservation Easements
 - c. Roadway Ownership
 - d. Utility upgrades and relocations
 - e. Other

- iii. Design Guidelines for all types of properties within the redevelopment area
- iv. Infrastructure upgrades
- v. Streetscape standards consistent with *Complete Streets Policy*
- vi. Utilities stormwater, sanitary sewer, overhead utilities, water service
- vii. Demolition and environmental remediation of the existing Public Works facilities
- viii. Parks and Open Spaces including City Park
- ix. Analyze options for Land and Easement Acquisition necessary to achieve City goals for the development of:
 - a. City Park
 - b. Affordable Housing
- x. Analyze options and provide recommendations for City asset repositioning including:
 - a. Disposition strategies for City owned property
 - 1. Includes land exchanges
 - 2. Ground Lease strategies for City owned property
- xi. Analyze options proposed City Park phasing in the context of leveraging private investment on privately owned land adjacent to the proposed park
- xii. Develop Cost Estimates for all aspects of implementation (Itemized). This must be done in cooperation with the City's Office of Management and Budget so cost estimates provide a realistic approach to financing public sector improvements. Specifically:
 - a. Analyze cost estimates against available funding sources
 - Measure cost estimates against City's fiscal capacity to fund the recommended projects
 - b. Identify opportunities for public/private partnerships
 - c. Identify potential grant sources

VI. CONSULTANT PROPOSAL

Lead Firm – The lead firm <u>must</u> be a company whose primary business is Planning, Urban Planning or Landscape Architecture. The lead firm must have experience managing a large team of professional subconsultants on projects of similar scope and scale.

A. Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit one (1) unbound Original and one (1) bound copy plus one (1) electronic copy and the proposal must include the items specifically enumerated in section B (below). Proposals shall be limited to 50 pages, single sided (25 pages, double sided), excluding cover letter, tabs and required City forms.

B. Proposal Development

1. Required content of proposal:

The detailed requirements set forth in the <u>Proposal Format</u> are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the Firm selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective Firm to accept this method of contract development will result in cancellation of the award.

2. Proposal Format:

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

- a. **Transmittal Letter** A transmittal letter must be submitted with a Proposer's proposal which shall include
 - i. The RFP subject and Bid number.
 - ii. Name of the lead firm responding, including mailing address, e-mail address, telephone number, and names of the contact person.
 - iii. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.

b. References -

- i. For the following required references, proposer must provide:
 - a) Project Name
 - b) Project Location
 - c) Project Date (date range)
 - d) Project Manager (led project)
 - e) Client Information including:
 - 1) Contact Person
 - 2) Address
 - 3) Phone Number
 - 4) Email Address
 - f) Brief explanation of project scope, budget and if the project was completed on schedule and within budget.
- ii. Lead Firm Three (3) client references for **public projects**, of similar scope and scale, led by the lead firm and completed within the past five (5) years must be submitted.
- iii. Lead Firm Proposed Project Manager Three (3) client references for **public projects**, of similar scope and scale, led by the proposed Project Manager and completed within the past five (5) years must be submitted.
- iv. Sub-Consultants Three (3) client references for **public projects**, of similar scope and scale, completed by the sub-consultant within the past five (5) years.

- c. **Submittals** The following shall be submitted as attachments to the proposal. The pages for submittals shall not be counted toward the 50-page proposal limit.
 - i. Form-Based Code A sample form-based code shall be submitted for the City to review. The submittal shall include narrative and graphic presentations. The submittal must have been completed by the primary or sub-consultant within three (3) years.
 - ii. Park Plans The consultant may submit a maximum of three (3) park projects that are similar in scope and scale to City Park, for the City to review. The submittal must have been completed by the primary or sub-consultant within three (3) years. No more than 20-pages may be submitted.
- d. **Planning Approach** The following shall be submitted in narrative format:
 - i. Lead firm shall explain their fundamental philosophy that guides their approach to complex planning projects.
 - ii. Proposers understanding of the project scope, opportunities and challenges and understanding of Core Planning Principles.
 - iii. Proposers approach to managing the project. Narrative should touch upon all major components of the project's planning process through the submission of final deliverables. For City Park, specific narrative must be submitted concerning the approach to park design, environmental permitting and compliance with Sustainable SITES certification.
 - iv. Proposers approach to managing the diverse components of this planning project and the management and oversight of sub-consultants required for the project.
 - v. Proposers shall provide a proposed Milestone Schedule that illustrates the total time (in weeks) to complete this project beginning the day the Notice to Proceed is issued through the submission of all required deliverables. (Note the final requirements for deliverables shall be verified and finalized during contract negotiations). The City of Greenville assumes a 6-month planning process. In the event the proposer believes additional time is required to complete the scope of services, a statement to effect shall be provided in this section.

e. Qualifications -

- i. Proposers shall provide a brief summary of qualifications for key staff members, from the lead firm, who will directly work on this project. This summary shall include the experience and the professional discipline of each key staff member that is relevant to this planning project.
- ii. Proposers shall provide a brief summary of qualifications for key staff members of the sub-consultant firms who will directly work on this project. This summary shall include the experience and the professional discipline of each key staff member that is relevant to this planning project.
- iii. Identify Principal and Project Manager who shall lead the City Park planning initiative. These individuals must be licensed Landscape Architects.
- iv. Required Sub-Consultants include:
 - a) Economist
 - b) Civil Engineer
 - c) Environmental Engineer

- d) Traffic Engineer
- e) Architect
- f) Planner (if not lead firm)
- g) Landscape Architect (if not lead firm)
- f. **Availability Statement** The proposer shall provide a statement that serves to assure the City of Greenville that the proposer and their sub-consultants have the capacity to complete the project's technical, outreach and public information requirements for this project within the time frame defined by the proposer in the Planning Approach section of the proposal.

VII. SELECTION CRITERIA

The City's Selection Team will evaluate proposals based on the criteria based on the criteria in the **Consultant Proposal** section of this RFP. These criteria shall be applied to all eligible, responsive proposals in selecting the finalists and the successful Proposer. The City Team reserves the right to disqualify any proposal for, but not limited to, firm or firms it deems as non-responsive and/or non-responsible and for project teams not led by a Planning or Landscape Architecture firm. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any contract may be made by the City without discussion after formal proposals are received or, after interviewing selected proposers should the City elect to conduct interviews. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform the scope of services specified in this RFP or the proposer's fee exceeds funding available for this project.

The final selection of a consultant will be based upon the following:

- 1. Team's technical capabilities and specialized knowledge. (maximum 30 points)
- 2. Professional qualifications, knowledge, and experience of the Project Team. (maximum 15 points)
- Team's experience in projects of similar scope, including projects located on environmentally sensitive sites, and experience in low impact development, sustainability, and the Sustainable Sites Initiative (SITES) and, team's experience in developing Form Based Code recommendations. Specific experience with the Sustainable Sites Initiative (SITES) and Form Based Code should be clearly identified. (maximum 25 points)
- References of former clients including demonstrated ability to complete projects within proposed schedule, budget, and quality of the deliverables. (based on staff reference checks) (*maximum 15 points*)
- 5. Demonstrated ability to meet project schedule and project design budget. Knowledge of local issues, quality of proposal, and responsiveness. (*maximum 10 points*)
- 6. The quality and thoroughness of submittals shall be graded by the City. (maximum 5 points)
- 7. Compliance with the City's Minority and Woman Owned Business Goal (*5 points*). Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. The additional points will only be given to proposals where the **lead firm** meets the Minority and Woman Owned Business criteria.

VIII. SELECTION PROCESS:

A. A project selection committee shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms giving consideration to the information provided in the proposals.

The selection committee may elect to interview firms short listed but reserves the right to award the contract based upon the City's review and ranking of proposals.

B. Contract Negotiation

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Greenville.

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

RECORDS

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT CONSULTANT

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

FORCE MAJEURE

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

INDEMNIFICATION

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

(a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows:

(b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles,

or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

(c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits Employers Liability Insurance - \$500,000 - Each Accident \$500,000 - Disease Each Employee \$500,000 - Disease Policy Limit

(d) Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:

......\$1,000,000 per occurrence.

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the consultant to advise the City's Risk Manager at fax number 864-298-2744 or by e-mail to mteal@greenvillesc.gov within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

<u>Deductibles, Co-Insurance Penalties, & Self-Insured Retention</u>: The consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

<u>Subconsultant's Insurance</u>: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

PAYMENT BOND

The successful consultant, within ten (10) working days after acceptance of the consultant's offer by the City, shall furnish a satisfactory Payment Bond in the **FULL AMOUNT OF THE CONTRACT PRICE.**

The Payment Bond of the successful consultant shall assure that the consultant will promptly make payments to all persons supplying him/her or them with labor and/or materials in the prosecution of the work provided for in the contract.

FAILURE TO PROVIDE PAYMENT BOND WHEN REQUIRED

In the event the successful consultant fails to deliver to the City Purchasing Division the Payment Bond in said period of <u>TEN CALENDAR DAYS</u> after acceptance of offer by the City, then all work under the contract shall be suspended and the City shall have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

<u>CITY BUSINESS LICENSE</u>

The Consultant must obtain all business license(s) required by the Greenville City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or

anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Consultant agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or subsubconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

PROPOSAL SUBMISSION SHEET

The following documents must be included with this Request for Proposal:

- 1. Certificate of Insurance showing present coverage
- 2. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
- 3. Ethics in Public Contracting Certification
- 4. Non-Collusion Affidavit
- 5. Small / Woman-Owned / Minority Business Enterprise Form
- 6. OMB Form 5A
- 7. OMB Form 5B
- 8. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
- 9. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
- 10. RFP Signature Form (must be signed in ink)

SIGNATURE FORM

CITY OF GREENVILLE SOUTH CAROLINA RFP NO. 16-3511

The undersigned, having become familiar with the existing conditions and the Proposal Scope of

OFFEROR'S NAME:

	ervices hereby proposed and agrees to complete the equest for Proposal and Contract Documents.	e work as described in accordance with the
or	idde r warrants that no gratuities, in the form of gifter given by the Bidder , to any officer or employee ontract or securing favorable treatment with respectormance of the contract.	of the City with a view toward securing the
ass Bio	his offer is genuine and not made in interest of or opporation and is not submitted in conformity we association, organization or corporation; Bidder has idder to submit false or sham bid; Bidder has not seelf any advantage over any other Bidder or other C	ith any agreement or rules of any group, s not directly induced or solicited any other solicited or sought by collusion to obtain for
int	he words "Bidder", "Offeror", "Proposer", terchangeably throughout this solicitation, and orporation submitting a solicitation.	
Bi	idder has examined copies of all documents and of	the following addenda:
	Addendum No.	Date
1.	City of Greenville Business License Number	
2.	Name of Insurance Carriers:	
	Liability	Expires
	Property Damage	Expires
	Workers' Compensation	Expires
	Professional Liability	Expires

3.	Offeror's Information:			
	Offeror			
	Post Office Box		Zip	
	Street		Zip	
	City		State	
	Telephone	Fax		
	Email			
*Si	gnature	Title	e	
Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.				
Prir	nted Name		Date	

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

SIA	1E OF)		
COU	INTY OF)	
	, bei	ing first du	aly sworn, deposes and says that:
1.	He/She is	(title) f	or/of
	(company/business), the Bidder that has su	, ,	
2.	He/She is legally qualified and capable of si Bidder;	igning this	affidavit and is authorized to do so by
3.	He/She is fully informed regarding the preparation and contents of the attached Bid and call pertinent circumstances respecting such Bid;		
4.	Such Bid is genuine and is made without fr	raud;	
6.	employees, or parties in interest has offered any offeror, suppliers, manufacturer, or sub have not conferred on any public employee, responsibility for this procurement or transa deposit of money, services, or anything of v Carolina Code of Laws; and Furthermore, neither the Bidder, nor a	contractor public men action, any alue as def ny of its	in connection with the offer, and they mber, or public official having official payment, loan, subscription, advance fined in Section 8-13-100 of the South officers, partners, owners, agent
	representatives, employees or parties in integers or organization that interferes with interest with respect to a contract with the	fair compo	etition or that constitutes a conflict o
	DATE		COMPANY/BUSINESS
		BY:	
			SIGNATURE
			PRINTED NAME
SWC	ORN to before me this	ITS:	
	of, 20	115	TITLE
Му	ry Public for(state) commission expires (signature)		

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STA	ГЕ OF)	
COU	NTY OF)	
		, being first duly sworn,	deposes and says that:
7.	He/She is	of	, the
	Bidder that has submit	ted the attached Bid;	
8.		ed respecting the preparation and content nces respecting such Bid;	ts of the attached Bid and of
9.	Such Bid is genuine an	nd is not a collusive or sham Bid;	
11.	employees or parties in connived, or agreed, di- collusive or sham Bid submitted or to refrain directly or indirectly, so any other bidder, firm bidder, or to secure thr of the bid price or the conspiracy, connivance SC or any person inter The price or prices qui- collusion, conspiracy,	er nor any of its officers, partners, owner interest, including this affiant, has in are called a inconnection with the Contract for which in connection with the Contract for which from bidding in connection with such Contract for bidding in connection with such Contract for which is a green to fix the price or prices in the strong any other bidder, or to fix any over a bid price of any other bidder, or to see a or unlawful agreement any advantage agreeted in the proposed contract; and oted in the attached Bid are fair and proposed in the attached Bid are fair and proposed, owners, employees, or parties in interest.	ny way colluded, conspired, or, firm or person to submit a h the attached Bid has been ntract, or has in any manner, unication or conference with attached Bid or of any other shead, profit or cost element cure through any collusion, gainst the City of Greenville, per and are not tainted by a part of the Bidder or any of
		(signed)	
			(title)
			(title)
Subs	cribed and sworn to before	re me	
this _	day of	, 20	
	(signature)		

1350

33537058



STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

I-312 (Rev. 4/27/10) 3323

Mail to: The company or individual you are contracting with.

Tł	ne undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:
1.	Name of Nonresident Taxpayer:
2.	Trade Name, if applicable (doing business as):
3.	Mailing Address:
4.	Federal Employer Identification Number (FEIN):
5.	Hiring or Contracting with: Name:
	Address:
	Receiving Rentals or Royalties From: Name:
	Address:
	Beneficiary of Trusts and Estates: Name:
	Address:
6.	I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box): The South Carolina Secretary of State or The South Carolina Department of Revenue Date of Registration:
7.	I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8.	I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.
Т	he undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.
	ecognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have kamined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.
	gnature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date
	Corporate officer, state title:
-	, , , , , , , , , , , , , , , , , , , ,
_	(Name - Please Print)

INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: www.sctax.org

City of Greenville Identification of M/WBE Participation (OMB Form 5A)

	-

OMB 5 - Minority/Woman Business Enterprise Program

City of Greenville M/WBE Program Listing of the Good Faith Efforts (OMB Form 5B)

<i>i</i> 3010	(Name of Bidder/Proposer)		
	I have made a good faith effort to comply under the following areas checked:		
	Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.		
	Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.		
	Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.		
	Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.		
	Attended prebid meetings scheduled by the City.		
	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.		
	Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)		
	Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.		
	Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.		
	Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.		
T	the undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and authorized to bind the bidder to the commitment herein set forth.		
	Date: Name of Authorized Officer:		
	Signature:		
	Title:		

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM YOUR COMPANY=S CURRENT STATUS SUPPLIER BUSINESS CLASSIFICATIONS Is this a small business? A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning Yes No number of employees, average annual receipts, or other criteria as outlined by the Small Business (See CFR Title 13, Part 121, as Administration. amended) Is this a woman-owned business? A woman-owned business is a business which is at least 51% owned by a woman or women who also No control and operate the business. Yes Is this a minority-owned business? A minority-owned business is a business which is at least 51% owned, controlled and operated by socially No and economically disadvantaged individuals. Yes following groups are among those presumed to be If Yes, please indicate minority group: socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Asian American __ Black American Native Americans. Hispanic American Native American Is this a disabled-owned business? A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled. No Yes Is this a veteran-owned business? A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans. Yes No Is this a disabled veteran-owned business? A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and Yes No disabled. Are the individuals who own, control and operate this business U.S. citizens? Yes No Yes Is this business a non-profit organization? No Is this business incorporated? Yes No

^{*} Submit copy of certification certificate, as applicable

CERTIFICATION OF COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

l,	, hereby state and declare that I am the
Of (title)	, and (name of entity)
hereby certify to the City of Greenville th	nat, as to any service contract subsequently entered
into with the City of Greenville, that	(name of entity)
	(name or entity)
intends to verify any new employees' st	tatus, and require any of my subcontractors or sub-
subcontractors performing services und	der any contract with the City of Greenville to verify
any new employees' status, per the terr	ms of the South Carolina illegal Immigration Reform
Act, and as set out in Title 41, Chapter	8 of the Code of Laws of South Carolina, 1976.
	(name of official)
	Date: